

NAVAL INSPECTOR GENERAL

REPORT OF INVESTIGATION

Subj: SENIOR OFFICIAL CASES: 201202138 ALLEGING VIOLATION OF JOINT TRAVEL REGULATIONS BY RADM MARK F. HEINRICH, CAPT (RDML SELECT) DAVID R. PIMPO AND CAPT (RDML SELECT) DONALD L. SINGLETON; 201204067 ALLEGING RADM HEINRICH IMPROPERLY SOLICITED AND RECEIVED MONIES FROM AN OUTSIDE SOURCE; AND 201300498 ALLEGING RADM HEINRICH MADE FALSE OFFICIAL STATEMENTS PURSUANT TO AN OFFICIAL REQUEST

17 June 2013



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Office of the Naval Inspector General

Case Numbers: 201202138, 201204067, and 201300498

Report of Investigation

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Preliminary Statement

1. On 29 June 2012, the Naval Inspector General (NAVINGEN) received an anonymous complaint that RADM Mark F. Heinrich, SC, USN, Commander, Naval Supply Systems Command (NAVSUP) and Chief of the Supply Corps, abused his position and wasted government resources in conjunction with his official travel. The complainant identified five Temporary Duty Travel (TDY) trips that RADM Heinrich made to various destinations in April-June 2012 and provided detailed information and questions about the necessity for each trip. On one trip to the United Kingdom (UK), RADM Heinrich was accompanied by CAPT (RDML Select) David R. Pimpo, SC, USN, and CAPT (RDML Select) Donald L. Singleton, SC, USN. At the time they traveled to UK, CAPT Pimpo was the NAVSUP Assistant Commander for Supply Operations and Logistics and CAPT Singleton was the NAVSUP Chief of Staff.

2. According to the complainant, the trip to UK was more about three very close friends celebrating the recent selections of CAPT Pimpo and CAPT Singleton for promotion to Flag Rank than conducting official business with NAVSUP's Royal Navy (RN) counterparts in the UK. Regarding the other four trips identified in the complaint, trips RADM Heinrich made without the other two officers, the complainant stated that each was its own example of RADM Heinrich's tendency to abuse his official travel for purely personal reasons. Further, the complainant stated that this three month "snapshot" was typical of all the

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other official travel RADM Heinrich completed since assuming command at NAVSUP. (201202138)

3. Non-Responsive

[REDACTED]

4. Non-Responsive

[REDACTED]

5. Non-Responsive

[REDACTED]

6. We formed the following allegations for investigation:

Allegation #1: That RADM Heinrich, CAPT Singleton, and CAPT Pimpo, violated various provisions of the Joint Federal

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Travel Regulations, Volume 1, Uniformed Service Members (JFTR), related to their official travel to the UK on 18-25 April 2012.

Conclusion: The allegation is substantiated.

Allegation #2: That RADM Heinrich violated various provisions of the JFTR related to his official travel to the University of Kansas (KU) on 26-29 April 2012.

Conclusion: The allegation is substantiated.

Allegation #3: That RADM Heinrich improperly accepted a gift from a prohibited source in violation of 5 C.F.R. § 2635.202, Standards of Ethical Conduct for Employees of the Executive Branch, Subpart B, Gifts from Outside Sources.

Conclusion: The allegation is substantiated.

Allegation #4: That RADM Heinrich improperly used a subordinate's official time in violation of 5 C.F.R. § 2635.705, Standards of Ethical Conduct for Employees of the Executive Branch, Subpart G, Misuse of Position.

Conclusion: The allegation is substantiated.

Allegation #5: That RADM Heinrich violated various provisions of the JFTR related to his official travel to Philadelphia, PA, and Dallas, TX, on 1-5 May 2012.

Conclusion: The allegation is substantiated.

Allegation #6: That RADM Heinrich violated various provisions of the JFTR related to his official travel to Norfolk, VA and Washington, DC, on 6-13 May 2012 and failed to document his use of annual leave during the same period.

Conclusion: The allegation is substantiated.

Allegation #7: That RADM Heinrich violated various provisions of the JFTR related to his official travel to Washington, DC and Richmond, VA, on 30 May - 3 June 2012 and failed to document his use of annual leave during the same period.

Conclusion: The allegation is substantiated.

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Allegation #8: That RADM Heinrich violated various provisions of the JFTR related to his official travel to Newport, RI, on 7-12 June 2012.

Conclusion: The allegation is substantiated.

Non-Responsive [REDACTED]

Non-Responsive [REDACTED]

Non-Responsive [REDACTED]

Non-Responsive [REDACTED]

Non-Responsive [REDACTED]

Non-Responsive [REDACTED]

Non-Responsive [REDACTED]

Non-Responsive [REDACTED]

7. To address these allegations, the report that follows is divided into five major subsections:

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a. Official Travel will address the allegations made about RADM Heinrich's use of official travel. A total of six periods of TDY are examined. Under this subsection, we also examine whether or not CAPT Pimpo and CAPT Singleton violated travel regulations when they accompanied RADM Heinrich to the UK.

b. Non-Responsive [REDACTED]

c. Non-Responsive [REDACTED]

d. Non-Responsive [REDACTED]

e. Non-Responsive [REDACTED]

Official Travel

Background

8. RADM Heinrich became Commander, NAVSUP and the 46th Chief of Supply Corps on July 22, 2011. Before reporting to his current command assignment, he served as Commander, NAVSUP Global Logistics Support (GLS) headquartered in San Diego, CA.

9. CAPT Pimpo is Commander, Defense Logistics Agency (DLA) Land and Maritime, Columbus, OH. He assumed command of DLA Land and Maritime on 3 July 2012. Before reporting to his current assignment, CAPT Pimpo served at NAVSUP as RADM Heinrich's Assistant Commander, Supply Operations and Logistics Policy from July 2011 until June 2012. Prior to reporting to NAVSUP Headquarters, CAPT Pimpo was Commanding Officer, Fleet Logistics Center (FLC), San Diego. While in command there, he reported to RADM Heinrich while RADM Heinrich was Commander, NAVSUP GLS.

10. CAPT Singleton is assigned to Commander, U.S. Pacific Fleet (COMPACFLT). He assumed duties as COMPACFLT Deputy Chief of

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Staff for Logistics, Fleet Supply and Ordnance in June 2012. Before reporting to COMPACFLT, CAPT Singleton served at NAVSUP as RADM Heinrich's Chief of Staff from September 2011 until May 2012. Prior to reporting to NAVSUP Headquarters, CAPT Singleton was Commanding Officer, FLC, Norfolk. While in command there, he also reported to RADM Heinrich while RADM Heinrich was Commander, NAVSUP GLS in San Diego.

11. The complainant alleged that there was "an extensive perception by many" that RADM Heinrich used his official position for his own personal gain and that of his (b)(6)(b). The complainant further alleged that RADM Heinrich travels "for most of every calendar month and is only at NAVSUP for approximately 2-3 business days per month." The complainant stated that RADM Heinrich frequently arranged his official travel to include weekends and thereby enjoyed two days off at government expense.

12. NAVINSGEN reviewed Defense Travel System (DTS) records and found that RADM Heinrich went on official travel 49 times in his first twelve months in command of NAVSUP. He was away from NAVSUP headquarters on TDY for a total of 252 days in that first twelve-month period. Most of the trips he made were to Washington, DC, for regularly scheduled meetings at the Pentagon or to DLA Headquarters at Ft Belvoir, VA. Washington, DC, was also frequently used as the starting point for many of his follow-on travel requirements. Washington, DC, area airports, Washington Dulles International and Ronald Reagan National, offered more convenient and typically less expensive air fare for his official travel than could otherwise be arranged for him flying from and returning to the local airport nearest to NAVSUP Headquarters, the regional airport in Harrisburg, PA.

13. For routine trips from NAVSUP to Washington, DC and the National Capitol Region, RADM Heinrich typically rode with his Flag Aide in a government vehicle or a rental car as the particular trip required. The government vehicle was most often used for trips from NAVSUP Headquarters to Washington, DC and returning to Mechanicsburg. If, however, Washington, DC, was the first stop of a longer trip, a one-way rental was commonly used for transport from Mechanicsburg to Washington, DC and the rental car would be dropped off at the departure airport. Using a rental car in this way avoided having to leave the government vehicle at the departure airport.

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14. NAVINSGEN examined the general practices of the NAVSUP front office staff, the Chief of Staff, Flag Aide, Executive Assistant (EA) and Flag Writer, and the support they provided to RADM Heinrich in support of his official travel. Based on their testimony, we learned that most of RADM Heinrich's travel requests and associated travel claims were entered into DTS by the Flag Aide. The EA was typically the DTS Approving Official (AO) and the one who authorized travel requests and approved travel claims for payment after those documents were entered into DTS for RADM Heinrich by his Flag Aide. On infrequent occasions when the EA was not available to perform AO duties, the Chief of Staff or another official at NAVSUP with DTS administrator privileges would approve travel documents in DTS. Additionally, on those occasions that RADM Heinrich combined leave with his official travel, the Flag Writer was responsible for entering RADM Heinrich's electronic leave requests in the Navy Standard Integrated Personnel System (NSIPS) on his behalf. While the JFTR permits a traveler to take leave from a TDY location, there is no electronic interface between DTS and NSIPS. For this reason, separate administrative action must be taken by the traveler, or someone designated by the traveler, to enter their leave taken in conjunction with TDY into NSIPS in order for it to be properly documented and charged to the traveler's personal leave account.

15. Regarding DTS support provided to RADM Heinrich, while it is permissible for someone other than the traveler to enter a travel request or travel voucher into DTS for the traveler, the individual doing the data entry or "T-entering"¹ documents on the traveler's behalf must be designated in writing. NAVINSGEN found no record that (b)(6) (b)(7)(c) or anyone else at NAVSUP was designated in writing to T-enter travel requests or travel vouchers into DTS for RADM Heinrich.

¹ According to the Defense Travel Management Office website, a Non-DTS Entry Agent is a military member, DoD employee, or contractor designated by local command authority to input and digitally sign trip requests and claims for reimbursement in DTS on behalf of travelers who do not have reasonable access to DTS. A Non-DTS Entry Agent must be appointed in writing.

Responsibilities include: (1) Receive a manually prepared and signed paper travel voucher (DD Form 1351-2) with all receipts from the traveler; (2) Fax electronically or upload the traveler's manually prepared and signed DD Form 1351-2 and all required receipts into DTS; and (3) Sign vouchers on behalf of the traveler by selecting the "T-entered" stamp instead of the "signed" stamp from the document status list.

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16. Moreover, witness testimony established that it was common practice for RADM Heinrich to allow his Flag Aides to T-enter his travel voucher and then upload it into DTS without him first reviewing or signing his DD Form 1351-2 travel voucher claim form. Many of the vouchers we examined during our records review appeared to have been auto-penned with RADM Heinrich's signature. (b)(6) (b)(7)(c) testified about her role in processing RADM Heinrich's travel claims and she provided a written statement about her use of the auto-pen. (b)(6) (b)(7)(c) stated that after a voucher for RADM Heinrich's travel had been created, "the front office staff had [RADM Heinrich's] permission to auto-pen [his claims]."

17. RADM Heinrich testified that he did not regularly review or sign his travel claims prepared by his Flag Aides. Although he required an initial probationary period during which time he reviewed his travel claims in detail with his Flag Aides, as soon as the Flag Aides demonstrated their proficiency completing his travel claims to his satisfaction, RADM Heinrich allowed the Flag Aides, (b)(6) (b)(7)(c) and her relief, (b)(6) (b)(7)(c), (b)(6) (b)(7)(c), to file his claims in DTS without his personal review.

18. On 29 February 2012, (b)(6) (b)(7)(c), who had been the NAVSUP Enterprise (b)(6) (b)(7)(c), retired unexpectedly. (b)(6) (b)(7)(c) had 26 years experience working government travel programs. According to (b)(6) (b)(7)(c), NAVSUP's Work Force Management (b)(6) (b)(7)(c) and (b)(6) (b)(7)(c) immediate supervisor until she retired, (b)(6) (b)(7)(c) had been the primary travel reviewer and approver looking at RADM Heinrich's travel requests and claim vouchers. (b)(6) (b)(7)(c) unexpected departure left the NAVSUP Travel Management Office without a fully qualified and experienced employee to take over her travel program duties. Temporarily, (b)(6) (b)(7)(c) positional duties were accomplished by other NAVSUP employees who had little or no experience reviewing DTS vouchers. (b)(6) (b)(7)(c) said it took until November 2012 to hire a permanent, fully qualified replacement for (b)(6) (b)(7)(c). The five periods of RADM Heinrich's official travel that were questioned by the complainant occurred during the transition period between (b)(6) (b)(7)(c) retirement in February 2012 and the hiring of a permanent, fully qualified replacement, in November 2012. This investigation is focused on these five periods of TDY and a sixth period of TDY that came to NAVINSGEN's attention during our review of RADM Heinrich's official DTS records.

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Official Travel to London & UK, April 18-25, 2012

19. **Allegation #1:** That RADM Heinrich, CAPT Singleton, and CAPT Pimpo, violated various provisions of the JFTR related to their official travel to the UK on 18-25 April 2012.

Findings of Fact - Allegation #1

20. RADM Heinrich, CAPT Pimpo, and CAPT Singleton went on official travel to the UK and met with their RN and Royal Fleet Auxiliary counterparts and other U.S. and British officials on 19-25 April 2012. For this trip, they were accompanied by their (b)(6) (b) .²

Primary Purpose of Travel - Official or Personal

21. RADM Heinrich, CAPT Pimpo and CAPT Singleton's itinerary in conjunction with their travel to UK was as follows:

| Day & Date (2012) | Activity (all times are local) |
|---------------------|---|
| Wednesday, 18 April | Departed Washington Dulles International Airport @ 2152 |
| Thursday, 19 April | Arrived London Heathrow International Airport @ 1010; attended briefings at British Ministry of Defense 1400-1600; hosted dinner with RN counterparts |
| Friday, 20 April | Attended briefs at U.S. Embassy in London 0915-1400; remainder of day was free |
| Saturday, 21 April | Free Day |
| Sunday, 22 April | Ate lunch at (b)(6) (b)(7)(c) residence; traveled to Bath, UK |
| Monday, 23 April | Visited Defense Equipment & Support, Abby Wood, Bristol, UK, 0800-1400; traveled to RN Base (HMS Raleigh), Cornwall, UK |

² This period of TDY was actually part of a longer period of TDY that began on 15 April 2012 in Washington, DC, and concluded on 29 June 2012 when RADM Heinrich returned to Mechanicsburg, PA. We focused our attention in this first allegation on the eight-day period identified by the complainant.

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| | |
|---------------------|---|
| Tuesday, 24 April | Visited various RN training facilities at HMS Raleigh 0830-1500; traveled to HMS Nelson, Portsmouth, UK |
| Wednesday, 25 April | Made official calls at RN Command Headquarters; toured Naval Base Portsmouth and HMS HURWORTH (M39); visited BAE Systems Shipbuilding; traveled to London |
| Thursday, 26 April | Departed London Heathrow International Airport @ 0755 and arrived Washington Dulles International Airport @ 1120 |

22. The complainant alleged that RADM Heinrich had "a very close personal friendship and relationship" with CAPT Pimpo and CAPT Singleton. The complainant stated that both officers worked for RADM Heinrich before they were assigned together at NAVSUP. The complainant also stated that the three subjects' (b)(6) were close friends. The complainant further stated:

Many military and civilian perceive this official trip was no more than a taxpayer financed vacation to London, England, for six close friends to celebrate the recent selections to flag prior to [CAPT] Singleton detaching to Hawaii (in May 2012) and [CAPT] Pimpo detaching to Columbus (in June 2012). In summary, even though many aspects [of] this trip may be "technically legal" (since RADM Heinrich personally directed approval for this trip), would this trip stand up to "The Washington Post Test"

23. RADM Heinrich, CAPT Pimpo, and CAPT Singleton testified about their personal and professional relationship with each other. CAPT Pimpo and CAPT Singleton testified that they both served under RADM Heinrich in two senior-subordinate relationships. They also stated that their individual interactions with RADM Heinrich outside the workplace were generally limited to command functions. They did not regularly interact with RADM Heinrich socially either on an individual basis or as a couple with their (b)(6) (b). They did not regularly eat dinner together, play golf, vacation, or attend family functions at each other's home or attend special events, e.g., weddings, for their respective family members. Each officer viewed the other as a professional acquaintance. They did not consider themselves to have a "close personal friendship" as the complainant described.

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24. The complainant further alleged that RADM Heinrich's (b)(6) (b)(7)(c) in command at NAVSUP, (b)(6) (b)(7)(c), SC, USN (Retired), made similar trips to London, "however, they covered only a few days and without other NAVSUP senior officers."

25. (b) is a government civilian employee at NAVSUP Weapon Systems Support (WSS) Command in Mechanicsburg, PA. She was previously employed at NAVSUP Headquarters as the Protocol Officer starting in 2003 until April 2012. (b) testified about (b)(6) (b)(7)(c) travel to the UK. She recalled that when (b)(6) (b)(7)(c) traveled to the UK, his (b)(6) (b)(7)(c) and his (b)(6) (b)(7)(c) for Supply Operations and Logistics, the same positions held by CAPT Singleton and CAPT Pimpo respectively, joined him on TDY. She also recalled that on at least one of the trips b6 b7c made to the UK during his tour as Commander, NAVSUP, b6 b7c (b)(6) accompanied him. (b) did not recall if either of the other two officer's (b)(6) (b) may have traveled to the UK with either of the officers that accompanied (b)(6) (b)(7)(c) on his travel to the UK.

26. Regarding his reason for both CAPT Singleton and CAPT Pimpo to travel with him to UK, RADM Heinrich testified:

Lee [Singleton] was always going to go because the [UK] (b) , worked for him on the Joint Staff. Lee headed up the International Division on the Joint Staff, and (b)(6) worked for him. So Lee was always going to go because, frankly, you know, that's part of the strategic relationship, and Lee was a Flag Select.

David [Pimpo], I think, was probably the second addition, and when David went, I think I took the Aide off, but David being a Flag Select, having the British Naval Officers assigned to his staff, (b)(6) (b) (b)(6) (b)(7)(c) [RN,] . . . I think that was a second - - that was sort of a -- not a second thought, but it was the second decision to be made.

27. CAPT Singleton testified that RADM Heinrich agreed to add CAPT Pimpo to the travel party for the UK trip as a result of his recommendation that the NAVSUP Operations Officer accompany them. CAPT Singleton stated:

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As the Chief of Staff, I was thinking, you know, "I need to grow the officer as well as support the command. And having the Operations Officer understand more about our ties with, you know, our biggest ally, then, you know, perhaps he should go as well." So I suggested it to Admiral Heinrich that David Pimpo go, and he agreed.

As a consequence to that, I said, "And maybe since I'm going, and David's going, we should take (b)(6) off of the trip." And so, we pulled her off and put him on.

28. About his justification for going on official travel to UK, CAPT Pimpo said it was ultimately "Admiral Heinrich's call" but he went "because as the Operations Officer many of the things that we were going to . . . [look] at were under my purview as the Operations Officer."

29. We questioned the subjects and (b)(6) (b)(7)(c) about whether or not the trip to UK was initiated by RADM Heinrich or in response to an invitation from some UK official. (b)(6) (b)(7)(c) testified that the trip was in response to an invitation from (b)(6) (b)(7)(c) and that "there [had] been a long-standing relationship between the Logistics Branch of the RN and the Supply Corps of the U.S. Navy." He further testified:

And with visits conducted, I think historically every year with the (b)(6) (b)(7)(c), b6 b7c -- he went back to the UK.

And the UK had in my time conducted about three or four visits to NAVSUP, or on the invitation of NAVSUP to attend conferences, and including (b)(6) (b)(7)(c), (b)(6) (b)(7)(c)

And so this was sort of the opportunity that we found in the program to get RADM Heinrich across to the UK, as a sort of the exchange that we had of visit programs back and forth.

30. RADM Heinrich and CAPT Singleton said their trip had been at the invitation of the RN. CAPT Pimpo testified that the trip was "a professional [exchange] to talk to our counterparts about several issues that we had been working jointly." CAPT Pimpo

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said that the trip to UK was made in response to an invitation from the RN but he did not recall who specifically in the RN made the invitation. He said the projects of interest to NAVSUP and his reasons for going on the trip were related to:

the Joint Strike Fighter . . . a joint venture . . .
with [the RN] . . . their foray into littoral combat
ship type . . . for us to be able to . . . review how
they do their training, how they train their cooks,
and . . . to observe a new mock-up that they have for
doing underway replenishments

Use or non-use of Contract Air Fare

31. RADM Heinrich, CAPT Pimpo and CAPT Singleton selected the same non-contract fare for their flight to the UK. Contract air fare was available at the time their respective flight reservations were made and, in accordance with the JFTR, contract air fare was required to be used if it was available and met mission requirements. All three subjects testified that they did not recall that they selected a non-contract air fare or that the cost of their air fare to the UK was more expensive than an available contract fare. RADM Heinrich's air fare cost an additional \$194; CAPT Pimpo's and CAPT Singleton's fares were an additional \$337.50 for each traveler.

32. RADM Heinrich's travel claim contained the following justification statement as the reason why he selected a non-contract air fare from Washington, DC, to London: "Does not meet mission requirements. Mission essential to meet official meeting timeline. Last meeting of the day on 4/18 ends at 1930 in Washington, [DC]."

33. RADM Heinrich testified about his last meeting on 18 April. He attended a Navy Federal Credit Union (NFCU) Annual Meeting at the NFCU building in Vienna, VA. The meeting was scheduled to end at 1900. RADM Heinrich testified that he was a voluntary member of the NFCU Board of Directors along with several other Navy Flag Officers. He stated that his attendance at the Annual Meeting was not an official duty. His last official meeting was earlier that same day in the Pentagon and it concluded at 1630 on the day of departure according to his calendar.

34. CAPT Singleton's travel claim contained the same justification statement that appeared in RADM Heinrich's travel

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claim. CAPT Singleton testified that he remained in his office at NAVSUP headquarters, conducting normal business, until it was time for him to drive to Washington Dulles International Airport and join the rest of the travel party. He said it was his opinion that leaving work earlier in the day simply to make a contract flight would send the wrong signal to NAVSUP co-workers and staff. CAPT Singleton testified:

If I could do what I'm supposed to do, do my job, go to the meetings, take care of my team, and then head to the airport after work, I would consider that to be a slightly better use of time.

35. CAPT Pimpo's travel claim contained a one-word justification statement regarding his use of non-contract fare for the flight to London; it simply stated: "Authorized." CAPT Pimpo testified that he remained at NAVSUP headquarters until it was time for him to drive to Washington Dulles International Airport and meet (b)(6) (b)(7) who was flying in from their home in California for the trip to the UK. CAPT Pimpo also testified that he did not question the flight arrangements that had been made for him; he said that the "flights were selected based on what Admiral Heinrich decided he wanted us to do."

36. NAVINSGEN noted similar discrepancies in the subjects' justifications for selecting a non-contract return fare from London back to Washington, DC. RADM Heinrich and CAPT Singleton had justifications that indicated they were going to a meeting in the Pentagon at 1300 on the day of arrival. RADM Heinrich and CAPT Singleton testified that they did not go to a meeting after they landed at Washington Dulles International Airport. RADM Heinrich remained at the airport and checked in for the flight he took later that same day to Kansas City International Airport. CAPT Singleton returned to Mechanicsburg.

37. The justification statement in CAPT Pimpo's travel claim regarding his use of a non-contract return flight simply stated "authorized." Leave documents obtained by NAVINSGEN showed that after he landed at Washington Dulles International Airport, CAPT Pimpo departed on three days leave.

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Claims Exceeding Per Diem

38. RADM Heinrich, CAPT Pimpo, and CAPT Singleton were reimbursed for actual expenses above the maximum rate for lodging per diem during their first three nights stay in London. RADM Heinrich and CAPT Singleton claimed and were reimbursed approximately \$404 against a maximum lodging per diem of \$319.³

39. CAPT Pimpo claimed and was reimbursed a slightly higher actual expense amount for his lodging per diem during the first three nights stay in London; he received \$425.65 against a maximum lodging per diem of \$319. CAPT Pimpo's slightly higher amount was calculated in error when the total charge for his three day hotel bill, that included the cost of laundry services billed to his hotel room, was simply divided by three.

40. The subjects did not recall having stayed at a hotel that cost more than the maximum lodging per diem. They testified that they relied upon (b)(6) (b)(7)(c) to reserve rooms within per diem limits. (b)(6) (b)(7)(c) testified that he made all their accommodation and transportation arrangements and he did not realize before or after the TDY that any of their lodging cost more than the maximum lodging per diem.

41. DTS records and testimony from the various witnesses showed that RADM Heinrich, CAPT Pimpo, and CAPT Singleton paid for all the travel costs associated with their respective (b)(6) (b)(7)(c). Moreover, the subjects did not claim any actual expenses attributable to their (b)(6) (b)(7)(c) when they submitted their respective travel claims for reimbursement.

42. About the travel costs incurred by subjects that were above maximum per diem limits and the higher cost of air fare incurred when the subjects did not use the available contract air fare, (b)(6) (b)(7)(c) USN, RADM Heinrich's (b)(6) (b)(7)(c) from b6 b7c until b6 b7c testified:

³ Per JFTR, Paragraph U4129, the maximum lodging per diem in a foreign country includes the cost of the lodging (room rate) and any associated lodging tax; these costs are not separately claimed expenses. By comparison, maximum lodging per diem in the U.S. or a U.S. Territory is the maximum permissible room rate alone for the location visited. Any lodging taxes paid by the traveler pursuant to State or local government taxes are in addition to the maximum lodging per diem rate in a U.S. or a U.S. Territory and are, therefore, separately claimed non-mileage expenses.

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I do not remember these excessive charges. Normally, DTS will automatically signal for such an error prompting action to be taken. Our (b)(6) , (b)(6) (b)(6) (b) , upon return from this trip, entered all receipts into DTS. Upon her data entry and submission, a DTS analyst would then review, comment and work out any anomalies or errors with the person filing the claim. The next step is that the claim would come to me for my review. To the best of my knowledge, upon my review, DTS did not signal any errors. This led me to believe that the Flag [Aide's] work and DTS analysts had provided an accurate claim and any issues had been resolved. When [the investigator] showed me a sheet with 17 DTS errors for this one claim, my viewing was the first I had seen on these errors. I asked [the investigator] for a description of each error as well so that I could better answer the questions. No one from our DTS organization notified us of the additional charges and the claim was ultimately approved.

In the months prior in planning this trip, (b)(6) (b)(7)(c) assured me that all hotels identified for the trip were within per diem limits. Further, I believe these three nights are an anomaly as the other UK hotels were within or below per diem per our planning. Lastly, I am quite certain these anomalies will exist on the other two admiral's (Singleton and Pimpo's) claims. Therefore, this would be a "systematic" problem and not an intentional or neglectful act. Again, DTS analysts never approached me concerning these errors and my working relationship with them was extremely amicable.

43. Although (b)(6) (b)(7)(c) stated he did not recall any line items related to RADM Heinrich's travel voucher for this trip having been flagged by DTS, the flags were present in the official DTS records we reviewed. These same records showed (b)(6) (b)(7)(c) was the (b) who approved RADM Heinrich's claim for payment.

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Receipt of Full Meal Rate on Days where Meals were Provided at
No-cost to the Traveler

44. Per JFTR, Annex G, if a traveler receives two or more meals in a given day they are not entitled to be reimbursed the full meal rate for that day. Witness testimony established that some meals were provided to subjects without cost on days they received the full meal rate. The itinerary on its own, however, did not identify a day when more than one meal was provided without charge to the subjects and their recollection of the itinerary did not make clear if they received more than one meal on any given day they claimed and were reimbursed the full meal rate. Accordingly, we did not identify a meal rate violation for any of the subjects.

Emergent Allegation - Misuse of Government Funded Rental Vehicle
for (b)(6) (b) Travel

45. The complainant alleged that (b)(6) (b)(7)(c) was "directed by RADM Heinrich to break away from the other three officers to provide (b)(6) (b) programs (i.e., tour guide services) to the three military (b)(6) (b) on Tuesday and Wednesday, [24-25 April]."

46. On 24 April, the TDY party was in Cornwall. While the three subjects attended meetings at various RN facilities during the day, their (b)(6) were transported in the government funded rental car, without the subjects being present, to the next city on their itinerary, Portsmouth. The three subjects joined their b6 b7c later that evening, having taken separate transportation provided by the RN to Portsmouth.

47. (b)(6) (b)(7)(c) testified that the only time he was alone with the three (b)(6) (b) was on 24 April during their three-hour car ride from Cornwall to Portsmouth. (b)(6) (b)(7)(c) said that apart from driving the b6 b7c from Cornwall to Portsmouth, he did not provide or arrange any unique services for them.

Use of Government Travel Credit Card (GTCC)

48. RADM Heinrich and CAPT Singleton used their respective GTCC to purchase air fare and lodging accommodations in conjunction with their travel to the UK as required by the JFTR. CAPT Pimpo used his GTCC to purchase his air fare and all but one nights lodging accommodations in the UK. On 25 April, CAPT Pimpo used a personal credit card by mistake when he paid for his lodging

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in Portsmouth and his error was documented in the travel voucher he submitted.

Extra Days before or after TDY

49. There were no free days, before or after the TDY, during which the subjects collected per diem or incurred costs paid by the government. RADM Heinrich, CAPT Pimpo and CAPT Singleton arrived in the UK on Thursday morning, 19 April. They went from the airport to their hotel, changed clothes, and proceeded to their initial round of meetings with RN officials at the Ministry of Defense. That evening RADM Heinrich hosted an official representation dinner in honor of (b)(6) (b)(7)(c) (b)(6) (b)(7)(c) and six other RN senior officers.^{4,5} The subjects concluded their official duties in the UK on Wednesday afternoon, 25 April, in Portsmouth and traveled by car back to London. They departed the UK through London Heathrow International Airport the following morning at 0755 and arrived at Washington Dulles International Airport at 1120 the same day.

Accounting for leave

50. The subjects did not take any leave in conjunction with their TDY to London and the UK. CAPT Pimpo, however, departed on leave after he returned to Washington, DC, from London. His leave was properly deducted from his leave account.

Other administrative errors noted by the investigation

51. RADM Heinrich did not create or digitally sign his travel claim in DTS. (b)(6) (b)(7)(c) created it and then T-entered the document in DTS on his behalf. The claim was subsequently reviewed and approved for payment by (b)(6) (b)(7)(c) RADM Heinrich's EA.⁶

⁴ The dinner RADM Heinrich hosted was paid for with Official Representation Funds (ORF). In accordance with Paragraph 7 of SECNAVINST 7042.7K, the required ratio of authorized guests receiving ORF courtesies to U.S. personnel (which includes the U.S. h6 h7c) was met. Parties of fewer than 30 persons require a minimum of 20 percent of invitees expected to attend to be authorized guests. In this case, there were seven in the U.S. party and seven in the RN party.

⁵ Member of the Most Excellent Order of the British Empire (MBE).

⁶ DTS is a fully integrated, automated, end-to-end travel management system that enables DOD travelers to create authorizations and reservations, receive

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52. CAPT Pimpo did not create or digitally sign his travel claim in DTS. CAPT Pimpo testified that he did not travel very often while assigned at NAVSUP and, therefore, relied upon (b) [REDACTED] his (b)(6) (b)(7)(c) [REDACTED] to enter his travel claim in DTS for him. Although he did not create or digitally sign his travel claim in DTS, CAPT Pimpo signed his original DD Form 1352-2 and it was uploaded into DTS with his required receipts in accordance with JFTR and DTS Standard Operating Procedures. His travel claim moved through the normal DTS review process. (b)(6) (b)(7)(c) [REDACTED] approved CAPT Pimpo's travel claim for payment.

53. CAPT Singleton did not create his travel claim in DTS. Rather, he relied upon (b)(6) (b)(7)(c) [REDACTED] to enter his travel claim for him. Afterwards, CAPT Singleton reviewed and digitally signed his travel claim and it went through the DTS review process. CAPT Singleton also signed his original DD Form 1352-2 and it was uploaded with his required receipts in accordance with JFTR and DTS Standard Operating Procedures. (b)(6) (b)(7)(c) [REDACTED] approved CAPT Singleton's travel claim for payment.

Applicable Standards - Allegation #1

54. JFTR Chapter 2, Part A: General, states in part:

U2000 OBLIGATION TO EXERCISE PRUDENCE IN TRAVEL

A. General. A traveler must exercise the same care and regard for incurring GOV'T paid expenses as would a prudent person traveling at personal expense.

55. JFTR Chapter 2, Part G: GTCC Use, states in part:

approvals, generate travel vouchers, and receive a split disbursement between their bank account and the Government Travel Charge Card. The traveler can access DTS via a single web portal available 24 hours a day, seven days a week. DTS permits duly authorized personnel to input and digitally sign or T-enter requests and claims on behalf of a traveler who does not have reasonable access to DTS. In such cases, the traveler manually prepares and signs their DD Form 1351-2 (claim voucher) and it should be uploaded into DTS with the required travel expense receipts.

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U2500 DoD POLICY

A. General. It is the general policy of DoD that the GTCC be used by DoD personnel to pay for all costs incidental to official business travel, including travel advances, lodging, transportation, rental cars, meals and other incidental expenses, unless otherwise specified...

U2515 GTCC USE AND RESTRICTIONS

A. General. Charging personal travel expenses is GTCC misuse. A DoD traveler who misuses the GTCC is subject to administrative and/or disciplinary action.

56. JFTR Chapter 4, Part A: TDY Travel, states in part:

U4000 JUSTIFICATION

1. A TDY assignment may be authorized/approved only when necessary for official GOV'T business.
2. Travel must be planned and scheduled to accomplish multiple objectives with minimum non-official disruptions and transportation delays whenever possible.
3. Service procedures (see par. U2020) must be in place to evaluate TDY requests to ensure that the:
 - a. Purpose is essential official business in the GOV'T's interest;
 - b. Objective cannot be satisfactorily accomplished less expensively by correspondence, teleconferencing, web-based communications, or other appropriate means (NOTE: This completed consideration must be certified in a statement on the order);
 - c. Duration is no longer than required to complete the official TDY assignment. The traveler is financially responsible for all non-official expenses resulting ICW official TDY travel; and

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d. Number of persons assigned is held to the minimum. The number of eligible traveler(s) selected for a TDY must be based on official necessity and travelers' qualifications to best perform the mission. TDY assignment must not consider or be based on a person/persons who is not authorized to travel at GOV'T expense accompanying or joining an eligible traveler ICW the official travel....

57. JFTR Chapter 4, Part B: Per Diem, states in part:

U4129 TDY LODGING

A. General

1. The lodging component of per diem establishes the maximum per diem amount the GOV'T will reimburse to the traveler for lodging. It does not limit, in any manner, what a lodging facility may charge to a traveler.
2. The amount allowed for lodging is the expense actually incurred or the maximum TDY locality lodging ceiling, whichever is less.
3. Lodging reimbursement may not exceed actual lodging costs or the applicable maximum amount unless an AEA is authorized/approved.
4. A traveler must adhere to the prudent traveler rule for official travel funded by the GOV'T. See par. U2010.

. . . .

D. Lodging Tax

3. Foreign Area. Lodging tax in a foreign area is:
 - a. Included in the locality per diem lodging ceiling, and
 - b. Not a reimbursable expense (APP G) when per diem/AEA is paid.

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58. JFTR Chapter 4, Part C: Actual Expense Allowance (AEA), states in part:

U4205 JUSTIFICATION

An AEA may be authorized/approved for travel when the per diem rate is insufficient for part, or all, of a travel assignment because:

1. Actual and necessary expenses (especially lodgings) exceed the maximum per diem...

59. JFTR Appendix O, Temporary Duty (TDY) Travel Allowances, states in part:

T4030 GETTING THERE AND BACK (TRANSPORTATION ALLOWANCES)

B. Commercial Transportation. The AO may, under certain conditions, authorize the CTO to arrange other than contract city-pair flights ... when needed to fulfill a documented mission requirement...

T4040 LIVING EXPENSES (PER DIEM)

4. Commercial Lodging Reimbursement

a. Commercial lodging reimbursement is based on the single occupant rate, up to the TDY site or stopover location maximum.

b. If only lodgings that cost more than the published maximum rate are available, the AO may authorize/approve the higher amount

Analysis - Allegation #1

60. The complaint questioned whether or not there was an official basis for approving this trip. The complainant expressed a belief that the trip was conceived by RADM Heinrich as an opportunity for close friends, RADM Heinrich, CAPT Pimpo and CAPT Singleton, to celebrate the recent selection for promotion to Flag rank for CAPT Pimpo and CAPT Singleton. The

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trip was not, according to the complainant, necessary to accomplish legitimate government business or intended to provide a real opportunity for the subjects to have meaningful engagement with their counterparts in the RN.

61. The subjects denied having anything more than a professional association with each other. While the fact that the subjects' wives joined them on this trip may have contributed to the "optics" issue also mentioned by the complainant, we determined that there were no additional travel costs paid for by the government as a result of the wives having traveled with their husbands. Moreover, NAVINSGEN determined that there was an official purpose for their trip to the UK.

62. The complainant's additional concern about an itinerary that included a weekend in London, with no official business conducted on Saturday and only limited social interaction with RN personnel on Sunday was closely examined. The evidence and witness testimony established that the subjects maintained full schedules on the two workdays before and the three workdays that followed the weekend in London. We found no fault with the ORF dinner RADM Heinrich hosted on the day of their arrival in UK. We also accepted that a free day on Saturday and much of Sunday was not improper under the circumstances and that the schedules of both RADM Heinrich and the senior officials in UK made it difficult to impossible to avoid having a weekend in UK.

63. Having determined that there was an official purpose for their travel to the UK, we examined the details of their travel planning and whether or not they incurred expenses to be paid by the government responsibly as contemplated by the JFTR. We determined that RADM Heinrich, CAPT Pimpo and CAPT Singleton, without proper justification, failed to use the available contract air fare when they traveled from Washington, DC, to London and when they returned. All three flew at a higher cost to the government than was necessary to complete the mission. RADM Heinrich was not aware that a non-contract flight had been selected. His lack of awareness was not surprising to us given our findings about his hands-off approach to all his official travel. CAPT Singleton testified that he believed his time was better spent at the office and saw no reason to adjust his departure from work in order to take a contract flight. CAPT Pimpo testified that he did not believe it was his responsibility to challenge the TDY itinerary established for him by RADM Heinrich. The subjects' respective decision about

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their use of air fare for this period of TDY was not aligned with their individual responsibility to be a prudent traveler.

64. We further determined that RADM Heinrich, CAPT Pimpo and CAPT Singleton exceeded maximum lodging per diem during their first three nights in London. The subjects failed to take note of the fact that the cost of their hotel rooms exceeded maximum lodging per diem. While these higher costs were not significantly large dollar amounts, the subjects' unquestioned reliance on staff personnel to arrange their official travel on the front end of this trip and process their respective travel claims on the back end of their travel showed a complete lack of ownership for the costs that they individually incurred. Accordingly, we concluded that RADM Heinrich, CAPT Pimpo and CAPT Singleton failed in their individual obligations to exercise prudence in incurring government paid expenses as contemplated by the standard; they did not exercise the same care and regard for incurring government paid expenses as would a prudent person traveling at personal expense. We further concluded that RADM Heinrich, CAPT Pimpo and CAPT Singleton exceeded maximum lodging per diem and incurred excessive air fare costs without appropriate justification.

65. In summary, we specifically found that the trip was properly an official trip, had official duties scheduled with limited and reasonable periods of non-duty time. We also specifically found that there was an appropriate official purpose for CAPT Pimpo and CAPT Singleton to be on the trip and took note that in the interests of economy RADM Heinrich did not take his Flag Aide as he could have done and thereby made a conscious effort to conserve government funds.

Conclusion - Allegation #1

66. The allegation is substantiated with respect to all three subjects in that they failed to use available contract air fare and improperly claimed and accepted per diem exceeding what was permitted without proper justification or operational necessity for having done so.

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Official Travel to KU 26-29 April 2012

67. **Allegation #2:** That RADM Heinrich violated various provisions of the JFTR related to his official travel to KU on 26-29 April 2012.

Findings of Fact - Allegation #2

68. RADM Heinrich is a 1989 graduate of the Navy's Petroleum Management masters program taught at KU. The KU Chemical and Petroleum Engineering (C&PE) Department teaches this curriculum to Naval Officers under contract to the U.S. Naval Postgraduate School.⁷

69. On 26-29 April 2012, RADM Heinrich traveled at government expense and visited his alma mater, KU, located in Lawrence, KS. This period of TDY was a continuation of the UK trip discussed in Allegation #1 above.

70. RADM Heinrich previously visited KU just two months earlier, on 9-12 February 2012, and at government expense.

71. The complainant alleged RADM Heinrich scheduled the April 2012 trip to KU "to receive a personal alumni award" and his travel at government expense was "primarily for personal reasons."

Primary Purpose of Travel - Official or Personal

72. RADM Heinrich's itinerary in conjunction with his travel to KU was as follows:

| Day & Date (2012) | Activity (all times are local) |
|------------------------------|--|
| Thursday, 26 April | Departed Washington Dulles International Airport @ 1528 and arrived Kansas City International Airport @ 1709; traveled to hotel accommodations in Lawrence |

⁷ Educational Service Agreement #N00244-09-G-0041, of June 25, 2009, states in part that the University of Kansas will provide educational services in the form of instruction with standard offerings of courses available to the public to the government.

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| | |
|--------------------|--|
| Friday, 27 April | Attended briefs and meetings with school officials and KU military students and spoke at a KU recognition luncheon, 0830-1630 |
| Saturday, 28 April | Participated in VTC with Navy Reserve Supply Corps (SC) personnel and SC Officer Detailer presentation to the Navy Petroleum Management masters program students @ KU, 0900-1130; remainder of day was personal time spent going to KU Spring football game and C&PE Hall of Fame Awards Dinner to accept his personal award |
| Sunday, 29 April | Departed Kansas City International Airport @ 1154 and arrived Harrisburg, PA @ 1711 |

73. On 23 February 2012, (b)(6) (b)(7)(c) (b)(6) (b)(7) of C&PE Department's Hall of Fame Committee, sent an email to RADM Heinrich and notified him that he had "been nominated and selected for [their] 2012 Hall of Fame." (b)(6) (b)(7)(c) explained in his email to RADM Heinrich that the purpose of the award was:

- To recognize important contributions of individuals to the professions of Chemical Engineering or Petroleum Engineering and to society
- To provide focus on the KU Chemical and Petroleum Engineering Department
- To provide a role model and source of motivation for current and future engineering students

74. (b)(6) (b)(7)(c) stated that when he learned about the KU award recognition banquet and gift offers, he contacted NAVSUP's (b)(6) (b)(7)(c) and requested she review the Admiral's proposed trip to KU in order to accept their Hall of Fame award. (b) redirected (b)(6) (b)(7)(c) to her staff and (b)(6) (b)(7)(c) request for a legal determination was assigned to (b) (b)(6) (b)(7)(c) in the NAVSUP Office of Counsel.

75. (b) stated that he posed several questions about RADM Heinrich's proposed travel to KU and any potential gift or gifts he might receive in conjunction with his visit to KU to (b)(6) (b)(7)(c) by email. (b)(6) (b)(7)(c) did not answer his email. (b)(6) (b)(7)(c) further stated that when his questions to

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(b)(6) (b)(7)(c) went unanswered, he did not follow-up with (b)(6) (b)(7)(c) about the matter. To the best of (b) (b)(6) (b)(7)(c) recollection, a legal opinion was not provided by the NAVSUP Office of Counsel to anyone prior to RADM Heinrich going on travel to KU or at any time before he accepted the award.

76. (b)(6) (b)(7)(c) testified and provided email clarification regarding his testimony about RADM Heinrich's TDY to KU. He stated that he did not follow-up with (b)(6) (b)(7)(c) and he did not obtain answers to the questions that (b) (b)(6) (b)(7)(c) posed to him about RADM Heinrich's proposed trip to KU. (b)(6) (b)(7)(c) said he was not aware "if RADM Heinrich or any other NAVSUP front office member (b)(6) (b)(7)(c) (b)(6) (b)(7) were contacted by the NAVSUP legal office regarding this trip or obtained legal permission" at any time before RADM Heinrich traveled to KU and accepted his award.

77. (b)(6) (b)(7)(c) further explained the general level of support provided by the NAVSUP Office of Counsel for RADM Heinrich's official travel stating:

During my tenure as (b)(6) (b)(7)(c) (April 2011-May 2012), (b) (b)(6) (b)(7)(c) nor anyone in the legal office ever approached me on permissions for any trip other than the Kansas University (April 2012) trip. As I stated in my 10 April 2013 email to [NAVINSGEN], RADM Heinrich held weekly staff meetings on Tuesday with all the N-code leaders. Each meeting was attended by (b) (b)(6) (b)(7)(c) or a representative on her behalf. Each week during the briefing, RADM Heinrich's upcoming travel would be shown on a slide. RADM Heinrich would talk about the purpose of each and every trip and who he was going to see during each trip, the visit's relevance to the NAVSUP mission, etc. The April 2012 visit would have been on such a slide and most likely discussed. As the Chief would discuss each upcoming trip, I never (for any trip) remember the legal office representative objecting to any trip RADM Heinrich was looking to execute. This includes in all weekly staff meetings [that followed] (b) (b)(6) (b)(7)(c) ' email to me on 28 February 2012 [about the April TDY to KU].

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78. The award citation used to recognize RADM Heinrich at the awards banquet reads, with only minor differences, just like his official biography as posted on the Navy's official website.

Use or non-use of Contract Air Fare

79. RADM Heinrich selected a non-contract fare for his flight from Washington, DC, to Kansas City International Airport. A contract fare was available at the time his travel arrangements were made. RADM Heinrich's air fare to Kansas City International Airport and his air fare returning back to Harrisburg Regional Airport, cost \$321 more than the available contract fares.

80. RADM Heinrich's travel claim contained the following justification statement as the reason why he selected a non-contract fare from Washington, DC, to Kansas City International Airport: "Does not meet mission requirements. Flight from United Kingdom arrives at 1130 EST. Official meeting in Pentagon at 1300."

81. RADM Heinrich testified that he did not have a meeting in the Pentagon on 26 April. Instead of going to the Pentagon, he recalled that he made a phone call to whomever he needed to speak with that day. RADM Heinrich remained at Washington Dulles International Airport from the time his plane arrived from UK until his plane for Kansas City International Airport departed.

Claims Exceeding Per Diem

82. RADM Heinrich's travel authorization and claim for this trip showed his destination as "Kansas City, KS," however he did not have any official duties there. KU is located in Lawrence and that was RADM Heinrich's destination and where his lodging was located. RADM and (b)(6) stayed at The Oread Hotel in Lawrence. RADM Heinrich claimed and was reimbursed \$77 per night, plus an appropriate non-mileage expense for hotel taxes, for the three night stay in Lawrence. The \$77 amount he claimed, however, generated a DTS flag because RADM Heinrich's travel voucher improperly identified his TDY location for this trip as Kansas City. The maximum rate for lodging per diem in Kansas City was \$99. While it appeared he paid a lodging rate below maximum lodging per diem during his stay, in fact, he paid an amount equal to the maximum lodging per diem for Lawrence.

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83. Having identified that a wrong TDY location had been used to determine per diem entitlements for the KU trip, we examined whether or not a proper amount had been claimed for Meals and Incidental Expenses (M&IE) during the time RADM Heinrich was in Lawrence. We found that he claimed and was reimbursed at the higher Kansas City M&IE rate of \$61 per day as opposed to the correct rate of \$46 per day for Lawrence. RADM Heinrich claimed and was paid a total of \$56.25 more for M&IE than he was entitled to receive.

Use of GTCC

84. RADM Heinrich used his GTCC to purchase air fare and lodging accommodations in accordance with the JFTR.

Extra Days before or after TDY

85. RADM Heinrich arrived in Lawrence on Thursday evening, 26 April, the same day he returned to the U.S. from his 8-day TDY to UK. He had a full workday on Friday, 27 April; he divided his time between various meetings with KU officials but he also met with members of the KU Navy ROTC unit and spoke by Video Teleconference (VTC) with SC Officers gathered at a training symposium in Jacksonville, FL. On Saturday, 28 April, however, RADM Heinrich had only two work related activities from 0900-1130. He spoke to Navy Reserve SC Officers assembled in Jacksonville by VTC and he attended a presentation made by (b)(6) (b)(7)(c) to the KU students enrolled in the Petroleum Management masters program. (b)(6) (b)(7)(c) was, at the time, (b)(6) (b)(7)(c) (b)(6) (b)(7)(c) and (b)(6) (b)(7)(c) at Navy Personnel Command (NPC), Millington, TN.

Accounting for leave

86. RADM Heinrich was not required and he did not take any leave in conjunction with his TDY to KU.

Other administrative errors noted by the investigation

87. RADM Heinrich did not create or digitally sign his travel claim for his TDY to KU. It was administratively processed by his staff as a part of the Washington, DC and UK trip discussed in Allegation #1. He did not review or sign his claim form before it was uploaded into DTS with his travel receipts.

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Applicable Standards - Allegation #2

88. In addition to the standards cited for Allegation #1 above, JFTR Chapter 7, Part K, Paragraph U7325A, states:

GOV'T-funded travel and transportation allowances may be authorized for travel to receive an honor award sponsored by a non-Federal organization provided the award is closely related to the . . . [t]raveler's official duties, and . . . Service/Agency's functions and activities.

Analysis - Allegation #2

89. Pursuant to the JFTR, government-funded travel and transportation expenses may be authorized for travel to receive an award sponsored by a non-Federal organization provided the award is closely related to the traveler's official duties and the Navy's functions and activities. In the case of RADM Heinrich's TDY to KU on 26-29 April and his acceptance of the 2012 C&PE Hall of Fame award, the purpose of the award did not meet JFTR requirements. Rather, the award RADM Heinrich accepted at KU was intended:

- To recognize important contributions of individuals to the professions of chemical or petroleum Engineering and society
- To provide focus on the KU Chemical and Petroleum Engineering Department
- To provide a role model and source of motivation for current and future engineering students at KU

90. We determined that RADM Heinrich was honored by KU for having been a KU graduate student who later succeeded in his Navy career and achieved Flag rank. The award citation KU drafted was nothing more than a slightly edited version of RADM Heinrich's official biography. The award did not establish any relationship between the master's degree RADM Heinrich earned at KU and some later contribution he made to Navy or DLA

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petroleum management. While the award recognition he received may have been a well-deserved personal accolade, it lacked the necessary tie to the "Service/Agency's functions and activities" to satisfy the requirements for government-funded travel.

91. In conducting our examination of the facts, we carefully considered what official duties RADM Heinrich scheduled and accomplished during this period of TDY. Although we determined he had a full day's activities at KU on Friday, we were not convinced that these events justified his trip to accept the personal awards recognition bestowed upon him the following night. Further, RADM Heinrich's duties on Saturday only occupied two and half hours of his time and they were concluded before noon that day. We were not persuaded that his duties on Saturday required him to extend his TDY, at government expense, until Sunday morning and thereby afford him the opportunity to attend the awards banquet Saturday night. Extending his stay in Lawrence and delaying his departure until Sunday morning was RADM Heinrich's personal choice. Moreover, we concluded that his travel to KU to receive a personal award was not appropriate; it did not satisfy the criteria contemplated in standard.

Conclusion - Allegation #2

92. The allegation is substantiated.

93. Allegation #3: That RADM Heinrich improperly accepted a gift from a prohibited source in violation of 5 C.F.R. § 2635.202, Standards of Ethical Conduct for Employees of the Executive Branch, Subpart B, Gifts from Outside Sources.

Findings of Fact - Allegation #3

94. The facts in this allegation were not disputed. In addition to being recognized at the awards' banquet on Saturday evening, 28 April, RADM Heinrich stated he accepted a gift in the form of a laser-engraved chair from KU. The chair was given to him to commemorate his selection for the C&PE Hall of Fame.

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The university purchased and shipped the chair to RADM Heinrich in Mechanicsburg. The total cost of the chair, with shipping, was \$338. RADM Heinrich provided a picture of the chair's laser engraved backrest; he said that the chair sits in his office at NAVSUP Headquarters.

95. KU is a business entity with DoD contracts exceeding \$25,000.00 and as such is a prohibited source.⁸

Applicable Standard - Allegation #3

96. 5 C.F.R. PART 2635 - Standards of Ethical Conduct For Employees of the Executive Branch.

Subpart B - Gifts from outside sources.

§ 2635.202 General standards.

(a) General prohibitions. Except as provided in this subpart, an employee shall not, directly or indirectly, solicit or accept a gift:

- (1) From a prohibited source; or
- (2) Given because of the employee's official position.

§ 2635.203 Definitions.

. . .

(b) Gift includes any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value. It includes services as well as gifts of training, transportation, local travel, lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

⁸ KU is listed as a prohibited source on page 252 of DoD SOCO (Standards of Conduct Office) Ethics Resource Library found online at:
http://www.dod.mil/dodgc/defense_ethics/resource_library/contractor_list.pdf

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§ 2635.204 Exceptions.

. . .

(d) Awards and honorary degrees. (1) An employee may accept gifts, other than cash or an investment interest, with an aggregate market value of \$200 or less if such gifts are a bona fide award or incident to a bona fide award that is given for meritorious public service or achievement by a person who does not have interests that may be substantially affected by the performance or nonperformance of the employee's official duties or by an association or other organization the majority of whose members do not have such interests. Gifts with an aggregate market value in excess of \$200 and awards of cash or investment interests offered by such persons as awards or incidents of awards that are given for these purposes may be accepted upon a written determination by an agency ethics official that the award is made as part of an established program of recognition:

(i) Under which awards have been made on a regular basis or which is funded, wholly or in part, to ensure its continuation on a regular basis; and

(ii) Under which selection of award recipients is made pursuant to written standards.

(2) An employee may accept an honorary degree from an institution of higher education as defined at 20 U.S.C. 1141(a) based on a written determination by an agency ethics official that the timing of the award of the degree would not cause a reasonable person to question the employee's impartiality in a matter affecting the institution.

(3) An employee who may accept an award or honorary degree pursuant to paragraph (d) (1) or (2) of this section may also accept meals and entertainment given to him and to members of his family at the event at which the presentation takes place.

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Analysis - Allegation #3

97. The facts for this allegation were not disputed. RADM Heinrich stated that he accepted a gift in the form of a laser-engraved chair from KU. The gift was purchased by the university and shipped to RADM Heinrich in Mechanicsburg at a cost of \$338.

98. NAVINSGEN determined that KU is a prohibited source and 5 C.F.R. § 2635.202 specifically prohibits military members from accepting gifts from a prohibited source. Although the standard allows for a gift acceptance exception when the value of the gift is \$200 or less, the criteria of § 2635.204 (d) were not met in this instance. We concluded, therefore, that RADM Heinrich should not have accepted the chair and that doing so was a violation of the standard.

Conclusion - Allegation #3

99. The allegation is substantiated.

100. **Allegation #4:** That RADM Heinrich improperly used a subordinate's official time in violation of 5 C.F.R. § 2635.705, Standards of Ethical Conduct for Employees of the Executive Branch, Subpart G, Misuse of Position.

Findings of Fact - Allegation #4

101. The complainant questioned whether or not it was appropriate for RADM Heinrich to rely upon a government civilian employee to write speeches if those speeches were made in conjunction with "Non-official/personal events and functions." The complainant stated RADM Heinrich's acceptance speech at KU awards banquet on 28 April was in this category. RADM Heinrich testified that he gave an acceptance speech at the awards

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banquet and he believed that the speech had been written by someone in the NAVSUP Commander's Action Group (CAG).⁹

102. (b) [REDACTED] is a government employee working in NAVSUP's Office of Corporate Communications. He was previously assigned with the CAG and was one of the individuals responsible for writing speeches and talking points used by RADM Heinrich at promotions, retirements, and special events. (b) [REDACTED] said he wrote several speeches used by RADM Heinrich in conjunction with the two trips he made to KU in February and April 2012. (b) [REDACTED] provided NAVINSGEN a copy of the speech he wrote for RADM Heinrich to use at the awards banquet on 28 April.

103. As discussed in the findings of fact and analysis sections for Allegation #2 above, it was determined the award ceremony on Saturday night, 28 April, was not an official function. Accordingly, we determined that the speech RADM Heinrich gave at the awards banquet was not in the performance of his official duties.

Applicable Standard - Allegation #4

104. 5 C.F.R. PART 2635 - Standards of Ethical Conduct For Employees of the Executive Branch.

Subpart G - Misuse of Position.

§ 2635.705 Use of official time.

. . .

(b) Use of a subordinate's time. An employee shall not encourage, direct, coerce, or request a subordinate to use official time to perform activities other than those required in the performance of official duties or authorized in accordance with law or regulation.

⁹ Commander's Action Group (CAG) was a fairly new organization established by RADM Heinrich to help him be more effective in representing NAVSUP interests during various meetings and engagements he makes at the Flag level. The CAG was established as a small group; it includes mid-grade and senior officers and government civilians.

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Analysis - Allegation #4

105. We determined that (b) (b)(6) (b)(7) expended an unspecified number of work hours to prepare a speech that RADM Heinrich delivered when he accepted the 2012 C&PE Hall of Fame award on 28 April. The time (b) spent preparing RADM Heinrich's acceptance speech was not an appropriate use of his official time. We concluded, therefore, that the use of the speech writer's official time to prepare a speech for an unofficial and personal occasion was improper and further concluded that RADM Heinrich was responsible for the misuse of (b) official time.

Conclusion - Allegation #4

106. The allegation is substantiated.

Official Travel to Philadelphia, PA, & Dallas, TX, 1-5 May 2012

107. **Allegation #5:** That RADM Heinrich violated various provisions of the JFTR related to his official travel to Philadelphia, PA, and Dallas, TX, on 1-5 May 2012.

Findings of Fact - Allegation #5

108. On 1-5 May 2012, RADM Heinrich traveled at government expense to Philadelphia and Dallas.

Primary Purpose of Travel - Official or Personal

109. RADM Heinrich's itinerary in conjunction with his travel to Philadelphia and Dallas was as follows:

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| Day and Date (2012) | Activity (all times are local) |
|---------------------|---|
| Tuesday, 1 May | Full workday @ NAVSUP Headquarters 0800-1730 then departed by car and traveled to Philadelphia |
| Wednesday, 2 May | Site visit @ NAVSUP Weapons System Support, Philadelphia 0800-1630; traveled to Philadelphia International Airport for flight to Dallas; arrived Dallas - Ft Worth International Airport @ 2120 |
| Thursday, 3 May | Site visits @ Aviall Services Inc. (an aviation parts supplier) and NAS JRB Dallas - Ft Worth 0800-1530 |
| Friday, 4 May | Site visit @ Lockheed Martin (Joint Strike Fighter Program) 0900-1630 |
| Saturday, 5 May | Departed Dallas - Ft Worth International Airport @ 1100 and returned to Harrisburg International Airport arriving @ 1718 |

110. The complainant alleged that RADM Heinrich scheduled his official travel to Dallas so that he and (b)(6) (b)(7) could spend time with (b)(6) (b)(7)(c) USN (Retired) and (b)(6) (b)(6). The complainant stated that the two (b)(6) (b) were "very close friends." The complainant also alleged RADM Heinrich accepted an improper gift in the form of free accommodations from the b6 b7c when RADM Heinrich and (b)(6) (b)(7) stayed in the (b)(6) (b)(7)(c) home during this TDY. At the time, b6 b7c worked for Lockheed Martin Aeronautics Company. He was the Director, Sustainment Business Operations for the F35 Lightning II Joint Strike Fighter Program.

111. RADM Heinrich testified that he and (b)(6) (b)(7) enjoyed a long-standing friendship with RDML and (b)(6) (b)(6). The two officers came up through the Navy Supply Corps together. They have known each other for about twenty years; they were Supply Corps Flag Officers at the same time, until b6 b7c retired.

112. RADM Heinrich testified that he slept in his hotel room each night during his TDY to Dallas. He did not accept the invitation from the b6 b7c to stay in their home, however, (b) (b) stayed with the b6 b7c on one of the nights (b) and RADM Heinrich were in Dallas together. RADM Heinrich also testified that he and (b) (b) were the (b)(6) (b)(7)(c)

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guests for dinner one night during this TDY; the (b)(6) (b)(7)(c) paid for their meal that night.

Use or non-use of Contract Air Fare

113. RADM Heinrich selected a non-government fare for his flight from Philadelphia to Dallas. Contract air fare was available at the time his travel arrangements were made. RADM Heinrich's air fare to Dallas cost \$1,400.10 more than the available contract fare.

114. RADM Heinrich's travel claim contained the following justification statement as the reason why he selected a non-contract fare from Philadelphia to Dallas: "Does not meet mission requirements. This flight is the only flight that will fit the tight timeline for this trip."

Claims Exceeding Per Diem

115. RADM Heinrich was reimbursed for actual expenses above the maximum rate for lodging per diem for his three nights stay in Dallas. RADM Heinrich received \$139 against a maximum lodging per diem of \$113 for Dallas. The justification provided in his travel voucher stated: "This was slightly above per diem but the location of this hotel was the best for the logistics of the meetings around the [Dallas - Ft Worth] metroplex."

Use of GTCC

116. RADM Heinrich used his GTCC as required by the JFTR to purchase air fare and lodging accommodations in conjunction with his travel to Philadelphia and Dallas.

Extra Days before or after TDY

117. There were no free days, before or after the TDY, during which RADM Heinrich collected per diem or incurred costs paid by the government.

Accounting for leave

118. RADM Heinrich was not required and he did not take any leave in conjunction with his TDY to Philadelphia and Dallas.

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Other administrative errors noted by the investigation

119. RADM Heinrich's claimed \$417 for lodging expense in Dallas, however, his three-nights lodging there totaled \$407 (\$139 x 3).

120. RADM Heinrich did not claim and he was not reimbursed for the lodging taxes he paid in conjunction with his TDY in Dallas. We note here that a traveler in the U.S. or a U.S Territory is entitled to claim these taxes as a separate non-mileage expense. In this case, RADM Heinrich was entitled to claim \$25.02 (\$8.34 x 3) in state tax and another \$37.53 (\$12.51 x 3) in city tax. Although we noted this error that RADM Heinrich had not claimed a legitimate travel expense, we did not consider it to be a violation of the JFTR since it accrued to the benefit of the government and the detriment of the subject.

121. RADM Heinrich's travel voucher for this TDY was created and T-entered in DTS by b6 b7c on 11 May 2012. It was reviewed and then approved for payment by his (b) (b)(6) (b)(7)(c) the same day. RADM Heinrich did not digitally sign his travel claim for this period of official travel nor did he sign his paper claim before it was uploaded with his receipts into DTS.

Applicable Standards - Allegation #5

122. See JFTR standards cited for Allegation #1 above.

Analysis - Allegation #5

123. The JFTR states in part that TDY assignments may be authorized and approved only when necessary for official government business. We determined that RADM Heinrich had an official purpose for TDY in Dallas. RADM Heinrich's official itinerary was planned and scheduled to accomplish multiple objectives as required by the standard.

124. We were not persuaded, however, that this period of TDY could not have been better planned to use an available contract flight between Philadelphia and Dallas. RADM Heinrich visited a subordinate NAVSUP command in Philadelphia on Wednesday and his

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first meeting in Dallas was the following morning with a private commercial company. His itinerary in both locations was under his control; he was not reacting to the scheduling priorities of a higher echelon commander. We determined, therefore, that the excessive air transportation cost could have been avoided.

125. We were also not persuaded that of the many hotels available in the Dallas metropolitan area that one within the maximum per diem could not be found. It was obvious from the witness interviews we conducted and the documentary evidence we collected that proper planning and adherence to the spirit and intent of the JFTR was not a priority for RADM Heinrich when he traveled. Although the dollar amounts above maximum lodging per diem in this case were not significant on their own, we concluded that the excessive lodging expenses, like the use of non-contract air fare, were avoidable costs had RADM Heinrich ensured proper TDY planning had taken place.

Conclusion - Allegation #5

126. The allegation is substantiated to the extent that RADM Heinrich did not use government contract air and he exceeded maximum lodging per diem without proper justification for having done so.

Official Travel to Norfolk, VA, & Washington, DC, 6-13 May 2012

127. Allegation #6: That RADM Heinrich violated various provisions of the JFTR related to his official travel to Norfolk, VA, and Washington, DC, on 6-13 May 2012 and failed to document his use of annual leave during the same period.

Findings of Fact - Allegation #6

128. On 6-13 May 2012, RADM Heinrich traveled at government expense to Norfolk and Washington, DC.

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Primary Purpose of Travel - Official or Personal

129. RADM Heinrich's itinerary in conjunction with his travel to Norfolk and Washington, DC, was as follows:

| Day & Date (2012) | Activity (all times are local) |
|-------------------|--|
| Sunday, 6 May | Traveled from Mechanicsburg to Norfolk in a government vehicle driven by (b)(6) (b)(7)(c) (1200-1700) |
| Monday, 7 May | Attended meetings at U.S. Fleet Forces Command (USFF) and went to the disestablishment ceremony for NAVSUP Logistics Operations Center in Norfolk |
| Tuesday, 8 May | Attended morning meetings at USFF and Navy Region Mid-Atlantic; traveled to Washington, DC, in government vehicle with (b)(6) (b)(7)(c) |
| Wednesday, 9 May | Attended meetings at Pentagon (0800-1800) |
| Thursday, 10 May | Attended meetings at Pentagon and Washington Navy Yard (0800-1400); driven to Baltimore - Washington International (BWI) Airport and commenced leave |
| Friday, 11 May | Regular leave in California |
| Saturday, 12 May | Regular leave in California |
| Sunday, 13 May | Regular leave in California |
| Monday, 14 May | Returned to Mechanicsburg; traveled by personally funded air fare and arrived at Harrisburg International Airport at 1548 |

Use or non-use of Contract Air Fare

130. RADM Heinrich did not use air transportation in conjunction with his TDY to Norfolk and Washington, DC. Instead, he rode in a government vehicle driven by (b)(6) (b)(7)(c) from Mechanicsburg to Norfolk and from there to Washington, DC. The AO determined that travel by government vehicle was more advantageous for the government than air travel for this trip.

Claims Exceeding Per Diem

131. There were no claims for actual expenses in excess of the maximum authorized per diem.

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Use of GTCC

132. RADM Heinrich used his GTCC as required by the JFTR to purchase lodging. The AO determined that government ground transportation was more cost effective for this trip and air fare was not required to be purchased.

Extra Days before or after TDY

133. The complainant alleged that RADM Heinrich scheduled and completed official travel to San Diego, CA, on May 13-15 (sic) in order to attend his (b)(6) (b)(7)(c). RADM Heinrich did not, however, go on official travel to San Diego as the complainant believed. Instead, he traveled, at personal expense, to Los Angeles, CA, to attend his (b)(6) (b)(7)(c) (b)(6) (b)(7)(c) after he concluded his TDY to Norfolk and Washington, DC, on 10 May. RADM Heinrich did not claim any per diem expenses for the three days he was on leave to attend his (b)(6) (b)(7)(c).

Accounting for leave

134. On Thursday, 10 May, RADM Heinrich attended meetings in the Pentagon until early afternoon. Afterwards, (b)(6) (b)(7)(c) drove him in a government vehicle to Baltimore-Washington International (BWI) Airport and RADM Heinrich began his personal travel to California.

135. DTS records showed that RADM Heinrich was supposed to be on leave Friday, 11 May, through Sunday, 13 May. RADM Heinrich testified that he planned this period of leave so that he could attend his (b)(6) (b)(7)(c) in California. He testified that he purchased his own airline ticket for this trip and stated that "it was well understood [by my personal staff] that I was on leave"

136. RADM Heinrich's travel claim for this period of official travel states that he took leave on 11-13 May; he was not paid per diem for those three days. His personal leave record, however, did not show that he was charged for the leave taken. Regarding any error in his personal leave record, RADM Heinrich testified:

I know (b)(6) (b)(7)(c) [knew] I was on leave. It was a ticket I produced myself. I said, "I'm going on leave

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for my (b)(6) (b)(7)(c) . I'm buying the ticket myself," and if that's -- if that leave wasn't charged, then it's a terrible oversight.

137. (b)(6) (b)(7)(c) . (b)(6) (b)(7) , RADM Heinrich's (b)(6) (b)(7)(c) , stated that it was his responsibility to enter RADM Heinrich's leave requests into NSIPS.

Other administrative errors noted by the investigation

138. Because RADM Heinrich departed on leave from a TDY location, he would normally be entitled to return travel from his last TDY location, Washington, DC, back to his permanent duty station, Mechanicsburg. When RADM Heinrich filed his travel claim, he requested reimbursement and was paid for return travel based on the constructive cost of a one-way airline ticket from Washington, DC, to Harrisburg Regional Airport. He claimed and was reimbursed \$419.80 for return transportation.

139. We note here that as our investigation of RADM Heinrich's official travel was in progress, RADM Heinrich, aware of our examination of certain TDYs he completed, directed an internal review of his official travel by his NAVSUP staff. As a result of their review, a number of RADM Heinrich's travel claims, including the trips that were identified to us by the complainant, were reexamined by NAVSUP personnel in parallel with our investigation. Officials in NAVSUP's DTS Program Management Office requested NAVINSGEN permission to audit these claims and make appropriate adjustments. We granted their request with the understanding that we would retain access to the original documents electronically stored in DTS until the conclusion of our investigation. The constructive air fare cost RADM Heinrich claimed for reimbursement in conjunction with his Norfolk and Washington, DC, TDY was one of the items reevaluated. NAVSUP DTS officials determined, and we agreed with their determination, that constructive air fare cost was not properly claimed. They commented that:

The use of air transportation from Washington, DC, to Mechanicsburg would not be deemed prudent or advantageous to the government and an excessive expense since it is less than 400 miles. Air transportation is ordinarily the most cost efficient and expeditious way to travel for travel of over 400 miles one way from the PDS. Traveler was transported

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via government vehicle at the beginning of the trip. The same mode of transportation would have been used to return to duty station had the traveler not went on personal leave. Airline ticket reimbursement for \$419.80 was removed. No mileage entitlement is due to the traveler.

Applicable Standards - Allegation #6

140. In addition to the standards listed for Allegation #1, JFTR Chapter 3, Part E: Government Conveyance Use on TDY, states in part:

U3400 GOV'T AUTOMOBILE USE ON TDY

D. Limited to Official Purposes. Use of a GOV'T automobile is limited to official purposes, including transportation to and from (65 Comp. Gen. 253 (1986)):

1. Duty sites,
2. Lodgings,
3. Dining facilities,
4. Drugstores,
5. Barber shops,
6. Places of worship,
7. Cleaning establishments, and
8. Similar places required for the traveler's subsistence, health or comfort.

141. In addition to the JFTR standards noted above, Military personnel in the U.S. Navy take leave in accordance with guidance contained in the MILPERSMAN as amended by the provisions for the Navy Standard Integrated Personnel System (NSIPS) Electronic Leave (E-Leave) Implementation Plan (NAVADMIN 252/10).

a. The MILPERSMAN specifically authorizes leave in conjunction with TAD. That authorization comes with several caveats and requirements:

- In planning TAD, both the fact and the appearance of TAD arranged to serve the leave desires of the

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individual shall be scrupulously avoided. (1050-170-2b)

- Great care must be taken to ensure that when leave is granted with TAD: (a) it is clear the TAD is essential; (b) no additional cost to the Government is involved. (1050-170-3)
- Care should be taken to avoid payment of per diem during leave by ensuring the orders are properly written to reflect the member's leave desires. (1050-170-5)

b. NAVADMIN 252/10 directed all shore commands to implement E-Leave to request, track, and manage leave transactions for military personnel commencing on 1 August 2010. It stipulated that E-Leave for all military personnel would reside within the NSIPS Electronic Service Record (ESR) application for each military member. Further, it stated that it was imperative all military personnel establish access and routinely review their ESR as required by NAVADMIN 103/10 and NAVADMIN 043/09.¹⁰

Analysis - Allegation #6

142. We determined that RADM Heinrich had an official purpose for his TDY to Norfolk and Washington, DC, on 6-10 May 2012. RADM Heinrich's official itinerary was planned and scheduled to accomplish multiple objectives as required by the JFTR.

143. Our review of DTS documents and the testimony collected established that RADM Heinrich planned to take three days leave on 11-13 May at the conclusion of his official duties in

¹⁰ NAVADMIN 103/10 announced the phased implementation of self-service electronic leave. It stated in part that the use of E-Leave would streamline requests for leave, eliminate delays due to misrouting of paper leave requests, automate the command leave control log, and ensure that pay entitlements were properly credited without need for paper documents. NAVADMIN 043/09 announced the mandatory use of the Navy Standard Integrated Personnel System (NSIPS) Electronic Service Record (ESR) for all active duty personnel and it required them to establish and maintain a self-service ESR account not later than 5 April 2009.

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Washington, DC. We determined that he completed his official duties at the Pentagon at approximately 1400 on Thursday, 10 May. Thereafter RADM Heinrich traveled in a government vehicle driven by (b)(6) (b)(7)(c) to BWI airport. His flight from BWI airport to Los Angeles International Airport was for personal business; he went there to attend his (b)(6) (b)(7)(c) (b)(6) (b)(7)(c). While the use of a government vehicle on TDY is permitted, it is limited under the standard to official purposes. We concluded that RADM Heinrich conveyance to BWI airport in the government vehicle and his use of his Flag Aide's time to drive him there, under these circumstances, was not official business and not permitted by the standard.

144. We also determined that the three days leave RADM Heinrich took on 11-13 May were not properly documented in NSIPS as required by the MILPERSMAN and they were not deducted from his E-leave account. We also concluded, therefore, that RADM Heinrich failed to properly account for his use of personal leave as he was required to do in accordance with the MILPERSMAN. His reliance upon his Flag Writer to process his leave request did not absolve him of his own responsibility for the accuracy of his leave account. NAVADMIN 252/10 specifically requires that all military personnel establish access and routinely review their ESR for accuracy. We found no evidence that RADM Heinrich comported with this requirement.

Conclusion - Allegation #6

145. The allegation is substantiated in that RADM Heinrich improperly used a government vehicle in conjunction with his official travel and failed to properly account for personal leave taken in conjunction with this period of TDY.

**Official Travel to Washington, DC, and Richmond, VA, 30 May -
3 June 2012**

146. **Allegation #7:** That RADM Heinrich violated various provisions of the JFTR related to his official travel to Washington, DC and Richmond, VA, on 30 May - 3 June 2012 and failed to document his use of annual leave during the same period.

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Findings of Fact - Allegation #7

147. On 30 May - 3 June 2012, RADM Heinrich traveled at government expense to Washington, DC and Richmond.

148. RADM Heinrich's official travel to Washington, DC and subsequent personal trip to Richmond was not part of the original complaint we received. This particular trip came to our attention, however, when we examined the other travel RADM Heinrich completed during the three month period identified in the complaint we received.

Primary Purpose of Travel - Official or Personal

149. RADM Heinrich's itinerary in conjunction with his travel to Washington, DC and Richmond was as follows:

| Day & Date (2012) | Activity (all times are local) |
|------------------------------|--|
| Wednesday, 30 May | Attended morning meetings at NAVSUP and rode with (b)(6) (b) to Washington, DC; attended afternoon meetings at Pentagon |
| Thursday, 31 May | Traveled to Defense Logistics Agency at Ft. Belvoir, VA; attended Retired SC Flag Officers Conference (0900-1430) |
| Friday, 1 June | Returned to Pentagon for meetings 0800-1200; after lunch, rode with (b)(6) (b)(7)(c) in government vehicle to AMTRAK train station in Alexandria, VA; took train to Richmond |
| Saturday, 2 June | Regular Leave in Richmond |
| Sunday, 3 June | Regular Leave; returned to Mechanicsburg in personal vehicle with (b)(6) (b) |

150. For this period of travel, Washington, DC, was the only official temporary duty location. RADM Heinrich testified that he went to Richmond for personal reasons; he said he did not intend that any of the expenses related to his travel to Richmond be claimed for reimbursement.

151. RADM Heinrich testified that he drove from Mechanicsburg to Washington, DC, in his personal vehicle with (b)(6) (b)(7). He said after they reached Washington, DC, (b)(6) dropped him off and then continued on (b) way to Richmond in their

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personal vehicle. Thereafter, RADM Heinrich rode in a government vehicle driven by (b)(6) (b)(7)(c) (b)(6) (b)(7)(c) provided RADM Heinrich's ground transportation in and around Washington, DC.

Use or non-use of Contract Air Fare

152. RADM Heinrich was not required to use air transportation in conjunction with his TDY to Washington, DC.

Claims Exceeding Per Diem

153. RADM Heinrich did not claim any actual expenses above his authorized per diem for this period of TDY. Although the inclusive dates for this trip in DTS were 30 May - 3 June, RADM Heinrich properly stopped collecting per diem on Friday, 1 June; he did not collect per diem during the two days he was supposed to be on leave in Richmond.

Use of GTCC

154. RADM Heinrich used his GTCC as required by the JFTR to purchase lodging. Because the AO determined that government ground transportation was more cost effective for this trip, air fare was not required to be purchased. In conjunction with this trip, however, RADM Heinrich used his GTCC in error to purchase his train fare from Alexandria to Richmond. The train fare was a personal expense and should not have been purchased with the GTCC.

Extra Days before or after TDY

155. There were no free days, before or after the TDY, during which RADM Heinrich collected per diem or incurred costs paid by the government.

Accounting for leave

156. RADM Heinrich testified that he planned to take leave on 2-3 June to attend a family friend's wedding in Richmond. His travel claim for this trip showed that he was on leave for those two days; he did not collect any per diem while in Richmond.

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Other administrative errors noted by investigation

157. DTS records showed that RADM Heinrich claimed and was paid POV mileage from Richmond back to Mechanicsburg. He was not, however, entitled to POV mileage reimbursement from a leave location back to his permanent duty station.

158. After we notified RADM Heinrich of our investigation and before his interview, RADM Heinrich notified investigators that he was reviewing his travel claims and in particular his travel claim for this period of official travel. RADM Heinrich stated that errors had been made by (b)(6) (b)(7)(c) when she prepared his travel claim; he testified that he had not taken time to review his claim before it was submitted for payment. RADM Heinrich further testified that the POV mileage expense that he expected to be reimbursed was roundtrip mileage between Mechanicsburg and Washington, DC. He said that the information in DTS documenting that he was reimbursed for mileage expense between Richmond and Mechanicsburg was made in error.

159. DTS records showed that RADM Heinrich claimed and was reimbursed the cost of his train fare from Alexandria to Richmond.

Applicable Standards - Allegation #7

160. See JFTR and Military personnel leave standards cited in Allegation #6 above.

Analysis - Allegation #7

161. We determined that RADM Heinrich conducted official business in Washington, DC, on 30 May - 1 June. We also determined that his subsequent travel to Richmond was not official business, it was a personal trip he made to attend a family friend's wedding in the company of (b)(6) (b)(7). We concluded, therefore, that RADM Heinrich's period of TDY ended on Friday, 1 June, in Washington, DC, not on Sunday, 3 June, in Richmond as reflected on his travel documents. We further concluded that RADM Heinrich was not entitled to be reimbursed for POV mileage he claimed between Richmond and Mechanicsburg

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and we acknowledge that this overpayment for POV mileage was recouped by administrative action after his claim had been filed as noted in the findings of fact.

162. When we examined RADM Heinrich's DTS documents for this trip, we determined he was approved to take leave on 2-3 June. We found, however, that the two days of leave he took were not processed in NSIPS as required by the MILPERSMAN and those days were not deducted from his E-leave account. We concluded, therefore, that RADM Heinrich failed to properly account for his use of personal leave as required by the standard.

163. We also determined that RADM Heinrich permitted (b)(6) (b)(7)(c) to drive him in a government vehicle to the train station in Alexandria on 1 June. As we have already noted, his purpose in going to the train station was personal, not official. We concluded, therefore, that this was an improper use of the government vehicle during TDY and a waste of (b)(6) (b)(7)(c) official duty time.

164. Finally, because RADM Heinrich's travel from Alexandria to Richmond was for personal reasons, it was improper for him to claim the train fare expense for reimbursement. It was also improper for RADM Heinrich to use his GTCC to purchase the fare. We concluded, therefore, that RADM Heinrich's claim for reimbursement of this expense and his use of the GTCC to purchase train fare were violations of the standard.

Conclusion - Allegation #7

165. The allegation is substantiated.

Official Travel to Newport, RI, 7-12 June 2012

166. **Allegation #8:** That RADM Heinrich violated various provisions of the JFTR related to his official travel to Newport, RI, on 7-12 June 2012.

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Findings of Fact - Allegation #8

167. On 7-12 June 2012, RADM Heinrich traveled at government expense to Newport.¹¹

Primary Purpose of Travel - Official or Personal

168. RADM Heinrich's itinerary in conjunction with his travel to Newport, was as follows:

| Day and Date (2012) | Activity (all times are local) |
|---------------------|---|
| Thursday, 7 June | Attended morning meetings at the Pentagon then traveled from Washington Dulles International Airport to T.F. Green Regional Airport, Providence, RI; proceeded to hotel in Newport; attended social event that evening at the Prospective Commanding Officer of Navy SC School quarters |
| Friday, 8 June | Officiated at the Navy SC School change of command ceremony; made a courtesy call to Superintendent of Naval War College (NWC); toured Naval Undersea Warfare Center, Newport (0730-1700) |
| Saturday, 9 June | Free Day in Newport |
| Sunday, 10 June | Free Day in Newport |
| Monday, 11 June | Traveled to Groton, CT, in rental car; made courtesy call to Commander, Submarine Group TWO; toured Submarine Base New London, CT; toured and attended meetings at General Dynamics Electric Boat in Groton, CT, and returned to Newport (0700-1730) |
| Tuesday, 12 June | Attended Current Strategy Forum at NWC (1230-1600); returned to Washington, DC, (1600-2100) in order to attend meetings the following day at the Pentagon |

169. The complainant alleged this trip was another example of RADM Heinrich arranging his official travel to include a weekend

¹¹ This period of TDY was actually part of a longer period of TDY that began on 4 June 2012 in Washington, DC, and concluded on 15 June 2012 in Mechanicsburg, PA. We focused our attention primarily on the six-day period mentioned in the complaint but we noted certain irregularities related to some of the TDY expenses incurred by RADM Heinrich outside the six-day period that we determined to be in violation of the JFTR.

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during which time the government paid for his per diem expenses and he enjoyed the company of (b)(6) (b)(7) . The complainant commented that RADM and (b)(6) stayed in the Hotel Viking, a hotel the complainant characterized as being "the oldest and one of the most expensive hotels in Newport"

Use or non-use of Contract Air Fare

170. RADM Heinrich used contract air fare for this TDY.

Claims Exceeding Per Diem

171. RADM Heinrich selected a slightly more expensive rental car for his official travel to Newport than was available to him. The car selected was \$54 more than the lowest cost rental car available. The justification statement provided to the AO read: "[National] is the preferred company due to the tight timeline of this mission." We noted in our document review and from witness testimony that after he landed at T.F. Green Regional Airport, in Providence, RADM Heinrich's drove from the airport directly to his hotel in Newport and later that evening he went to a social function.

Use of GTCC

172. RADM Heinrich purchased his air fare and rental car as required by the JFTR with his GTCC. He did not, however, pay for his lodging expense for the 7-12 June stay in Newport. Instead, he improperly charged his lodging expense to a personal credit card. The justification statement provided to the AO stated that he "unintentionally charged personal card for lodging expense."

Extra Days before or after TDY

173. There were no free days, before or after the TDY, during which RADM Heinrich collected per diem or incurred costs paid by the government. There was, however, an included weekend when there were no official duties performed and per diem was paid.

Accounting for leave

174. RADM Heinrich was not required and he did not take any leave in conjunction with his TDY to Newport.

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Applicable Standards - Allegation #8

175. See JFTR standards cited for Allegation #1.

Analysis - Allegation #8

176. We determined that RADM Heinrich had an official purpose for his TDY in Newport, RI on 7-12 June. His official itinerary was planned and scheduled to accomplish multiple objectives as required by the JFTR. We noted that RADM Heinrich's official travel to Newport, RI, included a weekend for which he collected per diem. We closely examined, therefore, the official duties he performed on the workdays before and after the weekend and determined that his official delay, over the included weekend, was acceptable under the circumstances and the standard.

177. DoD policy requires DoD personnel to pay for "all costs incidental to official travel" with their GTCC. We determined that RADM Heinrich properly used his GTCC for his air fare but used a personal credit card to pay for his lodging in Newport. We found his justification for not using his GTCC for his lodging expense in Newport unpersuasive; RADM Heinrich was a very experienced and frequent traveler having completed more than 40 TDYs between the time he assumed Command of NAVSUP in July 2011 and the time he traveled to Newport in June 2012.

178. We also determined that RADM Heinrich failed to select the least expensive rental car when a lower cost rental car was available to him. We were not persuaded by his justification for selecting a higher cost rental car when he stated that the company selected was "the preferred company due to the tight timeline of this mission." There are six major rental car companies that service T.F. Green Regional Airport: Advantage, Alamo, Budget, Dollar, Hertz, and National. These rental car companies provide a comparable selection of appropriate rental cars to the traveling public. Moreover, we determined that RADM Heinrich's itinerary after he departed from the airport was not hurried or driven by any official duty requirement. He drove from the airport directly to his hotel in Newport and later that evening he attended a social event at the quarters of the Prospective Commanding Officer of the Navy SC School with

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(b)(6) (b)(7) . Accordingly, we did not find that there was any reasonable requirement for RADM Heinrich to select a more expensive rental car for this trip. Doing so was his personal choice and the government is not responsible to pay for a traveler's personal choice when that choice results in the government incurring a higher cost.

179. We concluded, therefore, that RADM Heinrich traveled in violation of the standard during this period of TDY.

Conclusion - Allegation #8

180. The allegation is substantiated.

Concluding Remarks about Official Travel

181. We observed in our investigation of RADM Heinrich's use of official travel his reliance on his staff to properly arrange his TDYs and thereafter correctly adjudicate his travel claims without his proper involvement in the planning, approval or claim adjudication processes. RADM Heinrich's lack of proper involvement in the travel process was an abrogation of his duty to be a responsible traveler. Moreover, his mostly hands-off approach to arranging his official travel and filing his travel claims created an atmosphere with his personal staff and the NAVSUP DTS Program Office staff that perpetuated the problems we identified about his use of government travel funds during each of the six periods of TDY we examined in our investigation. While we acknowledge the positive effort begun by RADM Heinrich to have staff audit some of his prior travel claims for proper payments, we believe that a complete audit of his travel, one that will examine all of the TDY he completed during his assignment as Commander, NAVSUP, should be conducted and appropriate payment adjustments made to each travel claim examined by auditors.

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Non-Responsive

182. Non-Responsive

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185. Non-Responsive

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186. Non-Responsive

187. Non-Responsive

| Category | Percentage |
|----------------|------------|
| Non-Responsive | 100% |
| Responsive | 0% |

188. Non-Responsive

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| 189. | Non-Responsive | |
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[REDACTED] - Non-Responsive

192. Non-Responsive [REDACTED]
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193. Non-Responsive [REDACTED]
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194. Non-Responsive [REDACTED]
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Non-Responsive

195. Non-Responsive

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| Response | Percentage |
|----------------|------------|
| Non-Responsive | 100% |
| | 0% |

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| Reason | Percentage |
|----------------------------------|------------|
| No time to respond | 10% |
| Don't know what to do | 10% |
| Don't have the right information | 10% |
| Don't have the right resources | 10% |
| Don't have the right skills | 10% |
| Don't have the right authority | 10% |
| Don't have the right contacts | 10% |
| Don't have the right budget | 10% |
| Don't have the right people | 10% |
| Don't have the right tools | 10% |
| Don't have the right data | 10% |
| Don't have the right equipment | 10% |
| Don't have the right software | 10% |
| Don't have the right hardware | 10% |
| Don't have the right network | 10% |
| Don't have the right connections | 10% |

Non-Responsive

| Bar Index | Approximate Value |
|-----------|-------------------|
| 1 | 65 |
| 2 | 95 |
| 3 | 85 |
| 4 | 90 |
| 5 | 80 |
| 6 | 95 |
| 7 | 75 |
| 8 | 95 |
| 9 | 98 |
| 10 | 100 |
| 11 | 98 |
| 12 | 95 |
| 13 | 98 |
| 14 | 70 |
| 15 | 98 |
| 16 | 95 |
| 17 | 90 |
| 18 | 65 |
| 19 | 55 |
| 20 | 95 |

213. Non-Responsive

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214. Non-Responsive [REDACTED]
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215. Non-Responsive [REDACTED]
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216. Non-Responsive [REDACTED]
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217. Non-Responsive [REDACTED]
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Non-Responsive

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226. [REDACTED] Non-Responsive [REDACTED]

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